

KANSAS DEEDS NORTH STATIONERY CO KANSAS CITY MO 64101

FROM
 Julia Force and C. A. Force
 TO
 State Bank of Leecompton, Leecompton, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 15th day of December, 1928, at 9:15 A.M.
J. W. Kreider
 Register of Deeds.
 Deputy.

Reg. No. 2228
 Fee Paid \$2.00

THIS INDENTURE, Made this 11th day of December, in the year of our Lord, one thousand nine hundred and twenty-six between Julia Force and C. A. Force her husband

of Leecompton in the County of Douglas and State of Kansas
 part 108 of the first part, and State Bank of Leecompton, Leecompton, Kansas party of the second part.

WITNESSETH, that the said part 108 of the first part, in consideration of the sum of Eight Hundred and 50/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha Ye sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part Y of the second part, to following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a division fence which is 18 chains more or less west Southeast corner of North-east fractional quarter of Section Two township Twelve, Range Eighteen, thence West on Quarter Section line 10 chains, 9 links to Southeast corner of a tract of land deeded by H. D. Treadwell and wife to J. B. Cunningham (recorded in Deed Book 82, page 133 of the records of said county to a point 12.12 chains more or less East of Southwest corner of quarter Section, thence north parallel with west line of quarter section 35 chains to right of way of A. T. & S. F. Railway; thence South 58°45' East 12 chains and 57 links to the line of the aforesaid division fence; thence south 27 chains and 50 links to the place of beginning containing 32 acres more or less.

Also parts of lots No. one and Two of the north east fractional quarter of Section Two Township Twelve Range Eighteen Beginning at a point 12.81 chains west of the Southeast corner of Northeast quarter of said section Two thence west 4.66 chains; thence north 35.60 chains to the right bank of Kansas River, thence down said river to A. M. Days west line; thence South along said line 130 rods to the place of beginning containing 16 acres more or less. Also beginning at a point 9.61 chains west of the south east corner of the Northeast fractional quarter of section Two Township Twelve Range Eighteen; thence South 3.70 chains; thence North 17.06 chains to a point at foot of hill; thence South 64° East 4.13 chains to post; thence South 14.40 chains to place of beginning, containing five acres more or less, less half acre Railroad right of way crossing said tracts, with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

~~THIS IS TO CERTIFY THAT THE ABOVE DESCRIBED REAL ESTATE AND INTEREST OF THE SAID PART 108 OF THE FIRST PART THEREIN~~

And the said part 108 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner S. of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances. Except a First Mtg to Kansas City Joint Stock Land Bank of \$2250.00

and that they will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part 108 of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of its ins. est. And in the event that said part 108 of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part Y of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is made as a mortgage to secure the payment of the sum of Eight Hundred and Fifty DOLLARS, according to the terms of

CHD certain written obligation for the payment of said sum of money, executed on the 11th day of December 19 26 and by its terms made payable to the part Y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part Y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 108 of the first part shall fail to pay the same as provided in this indenture.

And this covenancy shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if either of the above is neglected or omitted, then this covenancy shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part Y of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any, shall be paid by the part Y making such sale, on demand, to the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon, the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part 108 of the first part ha vo hereunto set their hand s and seal s the day and year last above written.

Julia Force (SEAL)

C. A. Force (SEAL)

(SEAL)

STATE OF Kansas)
 COUNTY OF Douglas) ss.

BEIT REMEMBERED, That on this 11th day of December A. D. 19 26, before me, a

Notary Public in the aforesaid County and State, came Julia Force and

C. A. Force her husband

to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

My Commission Expires on the 8th day of January 19 30 J. W. Kreider Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this day of 19

Mortgagee. Owner.

For Assignment, see Book 83 Page 389